



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

**Request for Qualifications  
“Environmental Services for the Closed,  
Illegal and Abandoned Site Investigation  
Program”, DRR11055**

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**SECTION I****OVERVIEW**

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<b>General Information</b>	<p>The Department of Resources Recycling and Recovery (CalRecycle) promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.</p>
<b>CalRecycle Contact</b>	<p>Department of Resources Recycling and Recovery Physical Address: 1001 I Street, Sacramento, CA 95814 CalRecycle Contracts Unit, MS-19A Mailing Address: PO Box 4025, Sacramento, CA 95812-4025 Attn: Contracts Unit, MS-19A Phone: (916) 341-6120 FAX: (916) 319-7518 EMAIL: <a href="mailto:contracts@calrecycle.ca.gov">contracts@calrecycle.ca.gov</a></p> <p>Any documents delivered in person must be received in the Visitor's &amp; Environmental Service Center located in the lobby of the CalEPA Headquarter's Building at 1001 I Street, Sacramento, CA 95814.</p>
<b>Service Need</b>	<p>The purpose of the Closed, Illegal and Abandoned Disposal Site Program is to assist the LEAs in the investigation and inspection of Closed, Illegal and Abandoned (CIA) sites.</p>
<b>Contract Budget</b>	<p>Subject to availability of funds, there is a current maximum budget of <del>\$300,000 (three hundred thousand dollars)</del> <u>\$400,000 (four hundred thousand dollars)</u>.</p> <p>CalRecycle reserves the right to amend the budget for this Agreement as needs arise.</p>
<b>Payment Withhold</b>	<p>The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice.</p> <p>The withheld payment amount will be included in the final payment to the contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle.</p>
<b>Liquidated Damages</b>	<p>The selected Contractor, to receive award of this agreement, will be subject to liquidated damages if required deliverables (i.e., reports) are not submitted by the due date(s) outlined in the Scope of Work.</p> <p>See Section II, Commitment, <i>Special Terms and Conditions</i> for additional information.</p>

## SECTION I OVERVIEW CONTINUED

**Contract Term** The term of this Agreement will span approximately 24 months and is expected to begin in May 2012. Services shall not begin until written notification is received from the CalRecycle.

CalRecycle reserves the right to amend the term of this Agreement as needs arise.

**Process Type** Request for Qualifications

**Process Schedule** This process will be conducted according to the following tentative schedule where all times are reported in Pacific Time :

Advertisement Date	March 5, 2012
Proposer's Conference at 10:00 a.m.	March 19, 2012
Written Questions Due by 5:00 pm	March 22, 2012
Statement of Qualifications (SOQs) Due by 2:00 pm	April 2, 2012
Oral Interviews Conducted with Highest Ranked Firms	April 16, 2012
Negotiations begin with Most Qualified Firm	April 20, 2012
Award of contract	May 2012



**Introduction**

There are conditions that this RFQ, submitting firm's Statement of Qualifications (SOQ) and resulting Agreement are subject to and/or requirements for which the firm must comply. Any concerns or issues with any of the conditions, including those referenced below under Commitment must be addressed during the Question and Answer period of this RFQ.

**Commitment**

Upon submittal of a SOQ, the Contractor has committed to comply with the following requirements:

- All items noted in RFQ documents
- Special Terms and Conditions available for viewing at [www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf](http://www.calrecycle.ca.gov/Contracts/Forms/SpeTermsCond.pdf)
- General Terms and Conditions (GTCs) available for viewing at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).
- Contractor Certification Clauses (CCCs) available for viewing at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

If the proposer fails to meet any of the requirements or comply with CalRecycle's requests, CalRecycle can reject, disqualify, or remove the firm from the process.

CalRecycle is not committed to award an Agreement resulting from this RFQ. In addition, award of this Agreement does not obligate CalRecycle to issue any work orders and the successful Contractor shall have no claim for damages or compensation for anticipated profits should CalRecycle not issue any work orders.

**Antitrust Claims**

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

**Contractor's Cost**

All costs resulting from the contractor's participation in the RFQ process are at the firm's expense.

No costs incurred by the contractor participating in the RFQ process will be reimbursed by CalRecycle.

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## SECTION II RULES AND CONDITIONS CONTINUED

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### Information

All information obtained or produced during the course of the Agreement will be made available to the CalRecycle.

Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the proposer prior to submission to the CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information deemed confidential or trade secret(s) by the proposer to the extent allowable by the California Public Records Act and the Public Contract Code.

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### Written Questions

The RFQ includes a formal question and answer period in which interested firms have the opportunity to submit questions regarding the RFQ. All questions must be submitted in writing by fax or e-mail to CalRecycle Contact as listed in Section I. Correspondence must be marked "Questions Relating to RFQ DRR11055". The questions and answers will be published in an Addendum to the RFQ (see below-Addenda). The addenda will not divulge the source of the request.

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### Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this RFQ. Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFQ should immediately be reported to CalRecycle prior to the deadline for submission of written questions. Firms seeking clarification of the RFQ requirements must submit questions during the written question and answer period. CalRecycle will issue addenda to address all issues.

Receipt of Addenda must be acknowledged as indicated in the SOQ (Attachment A, section H, pg. SOQ-10 "Acknowledgment/Authorization Form"). All addenda to this RFQ will be made available on the Contracts Unit website at [www.calrecycle.ca.gov/contracts](http://www.calrecycle.ca.gov/contracts).

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### Modification of Submittals

A SOQ submitted prior to the submittal deadline, can be withdrawn or modified by the submitting proposer. The proposer must:

- Provide a written request
- Identify the requesting individual and their association to the proposer

A Proposal cannot be withdrawn for modification after the submittal deadline has passed.

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### Errors in Submittals

An error in a SOQ package may be cause for rejection of that SOQ.

CalRecycle may make certain corrections, if the Firm's intent is clearly established based on review of the complete proposal.

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### Unreliable List

Any contractor or subcontractor currently on CalRecycle's Unreliable list, is ineligible to apply for or participate in this contract.

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**SECTION II**

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**RULES AND CONDITIONS CONTINUED**

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**Governance**

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

The person signing this Agreement on behalf of the Contractor certifies under penalty of perjury under the laws of California, that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California. This statement may be included on the coverletter of the SOQ package.

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**Negotiating State Contracts**

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.

If any of the conditions identified in PCC 6611 exist, the Department of General Services may perform contract negotiations, if it is determined to be in the best interest of the State.

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**Electronic Waste Recycling**

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

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**Use Tax**

If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

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**Subcontractors**

All subcontractors identified in the proposal, must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

CalRecycle reserves the right to approve substitutions of subcontractors as long as certified business participation levels remain unchanged.

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**SECTION III**

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**PROPOSAL SUBMITTAL REQUIREMENTS**

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**Introduction**

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal.

CalRecycle may reject any Proposal if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Proposal, if deemed in the best interest of the CalRecycle.

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**Deadline**

The proposal package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on April 2, 2012.

Proposals received after the deadline, will be considered late and returned to the Proposer unopened.

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**Addressing**

The proposal package must clearly state that it is in response to this RFQ and note the RFQ number DRR11055 with the direction of "Mailroom – do not open."

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**Number of Copies**

The Proposer is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- Six bound, hard copies marked "Copy"
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. Entire proposal, including any attachments will preferably be saved as a single document.

It is the submitting Proposer's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

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**Document Printing**

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber. The cover letter (see below) must attest to the percentage of recycled content in the paper used for the proposal or include the ream wrapper as proof.

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**Contract Eligibility**

The Proposer must include a written declaration in the cover letter (see below), stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.

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**SECTION III****PROPOSAL SUBMITTAL REQUIREMENTS CONTINUED**

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**Table of Contents**

The information must be organized as presented here with corresponding page references (i.e., Cover Letter, SOQ, Attachments, etc.)

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**Cover Letter**

The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:

- a. Name and address of the Proposer submitting qualifications;
  - b. Proposer's headquarters for purposes of this agreement, if awarded;
  - c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
  - d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Proposer;
  - e. Statement that the submission is a firm and irrevocable offer for a 90-day period;
  - f. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the SOQ package;
  - f. Statement that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation
  - g. Statement that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.
  - h. Statement that the Contractor certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
-

**Statement of  
Qualifications**

Proposers shall respond to all items in the SOQ form (Attachment A). If the answer to any item is "Not Applicable" or "None" so state in the designated space on the SOQ form. If there is no response for an item, the SOQ package may be considered non-responsive and the submittal may be rejected. The following information is provided as clarification of the requirements of some subjects contained within the SOQ but is not a complete list of all information required for inclusion in the Proposers submittal:

- a. References: Proposers must provide the name and current phone number of references that can confirm accuracy of experience and qualifications listed in the SOQ. References who are employees of the firm submitting the SOQ or employees of firms legally associated with the Proposer submitting the SOQ will not be considered as valid references. Experience or qualifications that cannot be confirmed by CalRecycle staff (e.g., inappropriate contact person or incorrect telephone number) will be disregarded.
- b. Organizational Chart: Proposers must provide an organizational chart following the format identified in Section G. Specific staff shall be identified for the following tasks, at a minimum:
  - 1) Project Manager
  - 2) Project Superintendents
  - 3) Health and Safety Officer
  - 4) Cost Estimators

A résumé for each of these personnel must be submitted with the SOQ. The same person may be responsible for multiple tasks, but their experience in each task must be indicated in their résumé. The organizational chart shall indicate other primary employees of the Proposer and any subcontractors who will, or may be, involved with projects during the course of the Agreement. The organizational chart shall also indicate whether the employee works for the Proposer or is a subcontractor.
- c. Personnel Information: Include a list of all personnel who will perform the activities described in Section V, Work to be Performed, including a summary of similar work performed by these personnel. Include a resume indicating related experience for each employee. Proposer must be able to provide, within a reasonable time frame, those personnel listed in the SOQ for support of the SWCP as needed.
- d. Additional Information: Proposers may provide any additional information that demonstrates the Proposers' ability to perform these types of work, experience with projects of similar scope, or any other information that demonstrates the Proposers' capabilities to perform work identified in Section V.
- e. Partners/Subcontractors: The variety of work may require resources beyond capabilities of some Proposers. If other construction firms are proposed as partners or subcontractors, the experience of those firms, in addition to the experience of the prime Proposer, shall be indicated on the appropriate forms in the SOQ. All experience documented on the forms shall be clearly marked to show which firm was responsible for the specific work.

Any additional information that demonstrates the abilities of a proposed subcontractor shall be included. Subcontractor personnel who are listed in the SOQ shall be clearly identified as employees of a subcontractor.

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**SECTION III****PROPOSAL SUBMITTAL REQUIREMENTS CONTINUED**

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**Illness and Injury  
Prevention Program  
(IIPP)**

The Contractor shall have a current company IIPP that meets the requirements of 29 CFR 1910.120(b). The IIPP shall apply to all employees involved in the Agreement. Each subcontractor involved in the Agreement shall also have a current company IIPP.

The Contractor shall at all times be responsible for the protection of its employees and the public. Review of the Contractor's IIPP by CalRecycle Staff shall in no way relieve the Contractor of responsibility for any aspect of its work, or for compliance with all Federal, State, and local laws pertaining to health and safety.

The Contractor's Project Manager or on-site project support staff shall be at the site whenever work is being performed, unless otherwise authorized by CalRecycle Staff.

Prior to site entry, the Contractor shall ensure that:

1. Adequate work planning, health and safety, and operating procedures have been accomplished;
  2. All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
  3. Equipment and materials are on-hand to safely and efficiently complete the work; and
  4. Proper site access authorization has been obtained.
- 

**Licenses &  
Certifications**

The Contractor shall be an individual or firm licensed to do business in California. Required documentation includes the following as applicable:

- A copy of the Proposer's county/city issued license with proof of expiration date, must be included with the Proposal submittal, additionally;
  - 40-Hour HAZWOPER Certification
  - Registered Civil Engineer/Geotechnical Engineer
  - Registered Geologist or Engineering Geologist
  - Contractors Drilling License
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**Compliance with  
Government Code  
Section 87100**

Attachment C must be completed and submitted with the SOQ package.

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**Public Contract Code  
Sections 10162 &  
10285.1 & Non-  
Collusion**

Attachment D must be completed and submitted with the SOQ package. Attachment D includes the following provisions: 1) Public Contract Code Section 10162 Questionnaire, (2) Public Contract Code Section 10285.1 Statement, and 3) a Non-Collusion Affidavit.

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**Enterprise Zone Act  
(EZA)**

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for EZA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

If the Proposer is qualified for this preference, the EZA Preference Request Form must be included in the proposal submittal. The preference cannot displace a direct award to a certified SB.

The form may be downloaded at [www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms).

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**SECTION III****PROPOSAL SUBMITTAL REQUIREMENTS CONTINUED**

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**Target Area Contract  
Preference Act  
(TACPA)**

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for TACPA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Proposer is qualified for this preference, the TACPA Preference Request Form must be included in the proposal submittal. The preference cannot displace a direct award to a certified SB.

The form may be downloaded at [www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms).

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**Local Agency Military  
Base Recovery Act  
(LAMBRA)**

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for LAMBRA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Proposer is qualified for this preference, the LAMBRA Preference Request Form must be included in the proposal submittal. The preference cannot displace a direct award to a certified SB.

The form may be downloaded at [www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms).

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**Proposer's  
Conference  
Participation**

If the Proposer wishes to participate in the Proposer's Conference noted in Section I, Schedule, the Proposer's Conference Participation Form (Attachment G) must be submitted, by fax or e-mail (scanned document must be viewable with Adobe Acrobat Reader), to the CalRecycle Contact twenty four hours prior to the conference.

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**Introduction**

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal.

If a proposal package does not meet all of the requirements set forth in this RFQ, it will be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

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**Grounds for Rejection**

CalRecycle may reject any SOQ package if it is conditional, incomplete, or contains irregularities. The CalRecycle may waive immaterial deviations and the SOQ package may be evaluated based on the information provided when considered to be in the best interest of the CalRecycle. Waiver of an immaterial deviation shall in no way modify the RFQ requirements or excuse the Proposer from full compliance with the Agreement requirements. Grounds for rejection of a SOQ package include, but are not limited to, the following:

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal
- It does not include a reproducible master and the required number of copies;
- All responses to an item are not completed;
- Required license information is not submitted with the SOQ package;
- Required authorizations and certifications for the SOQ package are not properly completed and signed.
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance from the State
- Any items required by the RFQ are not included with the submittal

No proposal may be rejected arbitrarily or without reasonable cause.

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**Selection Process**

The Selection Committee will evaluate and score all proposals passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFQ (Attachment B).

Scores assigned based on evaluation criteria will then be converted to a ranking score. For purposes of identifying the firms to be interviewed, staff will determine the ranking hierarchy based on the cumulative ranking score received by each firm. At a minimum, the top three ranked firms will be invited to interview. In the event that less than three firms are qualified, all qualified firms will be invited to interview.

Information obtained from references, client contacts, project inspectors and regulators significantly influences the ranking of responsive firms. Proposers shall provide the name and current telephone number of references that can confirm the accuracy of experience and qualifications listed in the SOQ. Employees of Proposer, or employees of entities legally associated with the Proposer, will not be considered valid references. References that are inaccurately listed (e.g., inappropriate contact person or incorrect telephone number) will be disregarded. Experience that cannot be confirmed by CalRecycle staff will be disregarded.

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**SECTION IV**

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**EVALUATION AND SELECTION CONTINUED**

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**Oral Interviews**

Proposers selected for interviews will be notified in advance of the time and place that the interviews will be conducted. Interviews will include discussion and evaluation of qualifications and methods for furnishing the required services. Proposers will also be notified of additional information to be provided at the interview, including, but not limited to proposed rates/markups. Failure to appear at the interview will be considered non-responsive and the Proposer may be eliminated from any further consideration.

Each committee member will independently score the interviewees' qualifications based on the criteria identified in Attachment B, and when appropriate, supplemental questions. Scores assigned will then be converted to a ranking score. For purposes of identifying the most qualified firm, staff will determine the ranking hierarchy based on the cumulative ranking score received by each interviewed firm. In the event of a tie, the Selection Committee will be reconvened to review the scores and identify the firm deemed most highly qualified to provide the services required.

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**Negotiating of  
Contracts**

CalRecycle staff will request a detailed Fee Proposal from the firms invited to interview. The Fee Proposal of the highest ranked firm interviewed, will then be opened and negotiations will begin. Board staff will prepare the State's estimate of fees prior to negotiations. The CalRecycle staff estimate will remain confidential until award of the Agreement or abandonment of any further procedure for the services to which it relates. The Proposer's Fee Proposal shall include appropriate wage rates for office support personnel and appropriate markup rates to be utilized in the performance of the Agreement.

CalRecycle staff will attempt to negotiate an agreement with the highest ranked firm. If an agreement is reached, staff will recommend to the Board that the selected firm be awarded the Agreement and all other interviewed firm's Fee Proposals will be returned to them unopened upon execution of the contract.

If an agreement cannot be reached with the firm, negotiations will formally be terminated with that firm. The next highest ranked firm's Fee Proposal will be opened and negotiations will then begin with that firm. Failing accord, negotiations shall be terminated. This process will be repeated as necessary until negotiations have been terminated with all interviewed Proposers. Should CalRecycle staff be unable to negotiate a satisfactory agreement with all of the interviewed Proposers, CalRecycle staff may select additional firms in the manner prescribed above and continue the negotiation procedure until an agreement is reached or negotiations on this RFQ are terminated by CalRecycle.

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**Award of Agreement**

Award of the Agreement shall be to the highest-ranking firm meeting all the requirements of this RFQ after successful negotiations have been completed.

CalRecycle reserves the right to not award the Agreement.

The following forms and information will be required prior to CalRecycle's execution of the Agreement:

1. Payee Data Record (Standard Form 204);
  2. Contractor Certification Clauses;
  3. Verification of Worker's Compensation Insurance; and
  4. Certificate(s) of Insurance.
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**SECTION IV**

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**EVALUATION AND SELECTION CONTINUED**

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<b>Notice of Intent to Award</b>	<p>CalRecycle will post a notice of intent to award this Agreement five (5) working days prior to the award being made. The award will not be made until after CalRecycle has approved the contractor.</p> <p>Notice of the intent to award will be posted on CalRecycle's website at <a href="http://www.calrecycle.ca.gov/contracts">www.calrecycle.ca.gov/contracts</a>.</p>
<b>Proposer Notifications</b>	<p>CalRecycle will notify all Proposers of the outcome of their proposal submittals, prior to posting the notice of intent to award.</p>
<b>Execution of Agreement</b>	<p>After the Contractor receives the Agreement for execution, it shall be signed by the Proposer and returned within 10 days, not including Saturdays, Sundays and legal holidays. If the Proposer fails to enter into a contract within this time period, CalRecycle may deem the Proposer to have rejected the Agreement. At that point, CalRecycle may disqualify the Proposer and negotiate and award the Agreement to the next most qualified Proposer.</p>
<b>Rejection of Award</b>	<p>If the Proposer fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Proposer has rejected the award.</p> <p>CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer.</p>
<b>Start of Work</b>	<p>When the Agreement has been approved by CalRecycle, a fully executed copy of the Agreement will be mailed to the Contractor. Upon receipt of a fully executed Agreement, Program staff may provide the Contractor with Work Orders for work described in this RFQ.</p>
<b>Protest of Award</b>	<p>A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed within the five (5) day period after CalRecycle has approved the Contractor.</p> <p>Within five (5) days of the initial protest filing, the Proposer must submit a detailed written statement with information that supports that the Proposer would have been awarded the contract and the grounds for that position.</p> <p>The Agreement will not be awarded until a decision has been made on the filed protest.</p> <p>The protest documents should be sent via registered mail to the following parties:</p> <p>Department of General Services Office of Legal Services Attn; Protest Coordinator 707 Third Street, 7<sup>th</sup> floor Sacramento, CA 95605 Fax (916) 376-5088</p> <p>Department of Resources Recycling &amp; Recovery Attn; Contracts Unit 1001 I Street, MS-19A Sacramento, CA 95814 Fax (916) 319-7518 Email <a href="mailto:contracts@calrecycle.ca.gov">contracts@calrecycle.ca.gov</a></p>

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**Work to be Performed**

Pursuant to Title 14, California Code of Regulations (14 CCR) Sections 18083 and 18303, Local Enforcement Agencies are required to investigate and inspect closed, illegal, and abandoned disposal sites (CIA sites). Additionally, Public Resources Code (PRC) Section 45013 requires CalRecycle to investigate CIA sites. The purpose of the Closed, Illegal and Abandoned Disposal Site program is to assist the LEAs in the investigation and inspection of CIA sites.

In order to investigate sites to determine if state minimum standards for disposal sites are being met and to scope and estimate remedial measures necessary to obtain compliance with state minimum standards, intrusive and non-intrusive investigation work is required. This includes defining the horizontal and vertical extent of the disposal site using geophysical methods and trenching and/or drilling/direct push equipment. Intrusive investigations also provide data on waste characteristics and thickness of cover. Data from intrusive investigations can be used to determine the feasibility of clean-closure and/or reconfiguring and capping waste. Installation of gas monitoring networks and continuous gas monitoring systems at CIA sites in developed areas provides the necessary monitoring data to determine if gas migration is occurring and if gas control is necessary. Surveying services and preparation of topographic maps are necessary to assist in sampling activities and preparing remedial designs for covers, drainage improvements, gas monitoring networks and security.

The information obtained from these investigations provides the basis for estimating cost for remedial requirements and determining eligibility for Solid Waste Cleanup funds. The data obtained from these investigations can also be used to support enforcement actions at solid waste facilities.

All work under this contract shall be performed in accordance with the approved work plans developed by CalRecycle and the instructions accompanying or included in work orders/change orders issued under the contract.

The contractor shall assist CalRecycle staff with intrusive and non-intrusive site investigations and provide equipment, personnel, and services as needed. Some of the service needs will be initial site reconnaissance such as surveying and staking the site, locating underground utilities, flying aerials, and creating topographic maps. During the site investigation, field support may be needed. Subcontracting for the use of heavy equipment (excavation, backfilling, boring, grading) and operators (40-hour OSHA trained) will be essential. The contractor must have a registered geologist or certified engineering geologist on staff. Assistance in writing the site investigation report may or may not be requested. If requested, a waste volume estimate and remedial cost estimate must be provided.

All work under this contract will be performed through work orders issued by CalRecycle to the contractor. The contractor will initially receive a planning work order that includes a proposed scope of work (SOW) and other pertinent information specific to the site being investigated. Work will be carried out in accordance with an approved work plan written by CalRecycle staff.

CalRecycle staff will coordinate with the contractor and negotiate any changes to the work plan which shall be documented through a change order and signed by both parties. Staff may thereafter issue a work order to investigate the site based on the agreed upon work plan and any other project documents.

**Site Investigations**

Assistance in performing site investigations shall include, but are not limited to the following elements:

1. Perform aerial photogrammetry & topographic map survey

2. Perform Historical Aerial Photograph Research
  3. Preparation of topographic maps in AutoCAD
  4. Performance of non-intrusive geophysical survey
  5. Design and installation of gas monitoring networks
  6. Design and installation of continuous gas monitoring systems
  7. Provide heavy equipment and 40-hour HAZWOPER-trained equipment operators for the following activities:
    - Excavation/backfilling (trenching)
    - Grading (slopes, erosion control)
    - Boring (drill rig and/or direct push)
  8. Provide CalRecycle staff with field support for soil sampling, boring and trenching activities
  9. Provide a registered geologist or certified engineering geologist for soil identification and logging of trenches, direct push sample locations, and boreholes from drilling.
-

**Work Plans**

Work Plans shall include, but are not limited to, the following elements:

1. Introduction: Identify reference documents used to prepare the Work Plan, summarize the site visit and contacts made, and discuss problems encountered. Identify landfills and recycling facilities to be used, material sources, haul routes and other relevant information.
2. Project Supervision: Identify Contractor's key personnel and support staff assigned to the project. Include as a minimum by name the project manager, site superintendent, and subcontractor key personnel/contacts. Describe the organizational relationship for the project and responsibilities of assigned personnel.
3. Project Work Elements: Briefly describe the remediation method for items of work identified in the Work Order or other items as identified by the Contractor that are required to complete the remediation, including mobilization/demobilization, site utilities and facilities, permits, and temporary environmental controls. Include work hours and days for these elements of the project.
4. Project Schedule: Prepare a time schedule beginning with start of mobilization through completion of demobilization. Provide a timeline for all major items of work.
5. Cost Estimate: Prepare a cost estimate that includes costs for each item of work, project supervision, site utilities and facilities, permits, mobilization, demobilization, and bonds. Develop costs for items of work as follows: labor/equipment hours multiplied by Contract rates including markups and surcharges; for materials, subcontractors, and special services show both actual cost and agreed markups in arriving at total cost. Provide all documentation necessary for evaluation and cost tracking for the remediation.
6. Site Specific Injury and Illness Prevention Plan (IIPP): Prepare a site specific IIPP which identifies biological, physical and other hazards and provides for adequate and prescribed medical surveillance, site controls, monitoring, worker protection and training, decontamination, and emergency response procedures.
7. The following forms and information will be required for each site cleanup:
  - a. Payment Bond;
  - b. Performance Bond;
  - c. Recycled Content Certification.

**SECTION V****DESCRIPTION OF WORK CONTINUED**

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**Control of Work**

1. CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:

- Work to be performed
- Rate and progress of the work
- Fulfillment of the services provided by the Contractor
- Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CalRecycle Contract Manager when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Project Manager who holds the following authority:
  - Act as the Contractor's Representative for work to be provided under this Agreement
  - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required.

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**SECTION VI      COST AND PAYMENT PROVISIONS**

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**Payment**                      The Contractor receiving award of this agreement will be reimbursed in arrears for services satisfactorily rendered and approved by CalRecycle Contract Manager as promptly as fiscal procedures will permit upon receipt by CalRecycle Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Work Order.

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**Labor Rates**                      During Agreement negotiation, labor and equipment rates will be determined for Contractors and subcontractors. If a rate is not listed for a required service, the Contractor agrees to accept a fair and reasonable rate for that service.

The Contractor will be compensated for the cost of workers used in the actual and direct performance of the work. To the total of the direct costs computed as provided in the following subsection "Actual Wages," there will be added a markup to be negotiated, but not to exceed 33 percent. No markup shall be added to costs computed as provided in the following subsections, "Labor Surcharge" and "Subsistence and Travel Allowance." Compensation for prevailing wage employees shall be made at the appropriate rate for each classification as determined by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 (rates available at <http://www.dir.ca.gov>). Contractor shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

A mistake, inadvertence, or neglect by the Contractor in failing to pay the correct rates of prevailing wage will be remedied solely by the Contractor and will not, under any circumstances, be considered as the basis of a claim against the Department on the Agreement.

The cost of labor will be the sum of the following:

1.    Actual Wages: The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.
2.    Labor Surcharge: To the actual wages, as defined in the above subsection, "Actual Wages," a labor surcharge will be added as set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by State and federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined above and subsistence and travel allowance as follows.
3.    Subsistence and Travel Allowance: The actual subsistence and travel allowance paid to workers shall be negotiated.

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**Office Support Employees**                      Compensation for various project management categories shall be determined during agreement negotiations. This compensation shall be the actual wages, plus any employer payments to or on behalf of the employees for health and welfare, pension, vacation and similar purposes, and include overhead and profit. Compensation for employees not previously identified shall be negotiated between the Contract Manager and the Contractor.

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**SECTION VI****COST AND PAYMENT PROVISIONS CONTINUED**

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**Contractor Owned  
Equipment**

Contractor-owned equipment will be paid for at the rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished, plus a markup to be negotiated, but not to exceed 15 percent. Rates paid for equipment shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Payment for equipment identified in a Work Plan and approved as necessary for the timely completion of a project, that will not be operated on a continuous basis throughout the project (e.g., water trucks and haul trucks), will be paid for in accordance with Table VI-1.

Equipment operated for overtime hours will be paid for in accordance with provisions specified in the Labor Surcharge and Equipment Rental Rates.

The hours to be paid for equipment that is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

More than or equal to 30 minutes of operation shall be considered a full hour of operation. Less than 30 minutes of operation will not be considered as operated.

**Table VI-1**

Hours Equipment is in Operation	Hours to be Paid
0	4
1	4.5
2	5
3	5.5
4	6
5	6.5
6	7
7	7.5
8	8

If it is deemed necessary to use equipment not listed in the Labor Surcharge and Rental Equipment Rates, a suitable rate for such equipment will be established by Contract Manager. The Contractor may furnish any cost data that might assist in the establishment of such rate.

After commencement of work, should it become necessary to suspend work for more than two working days for reasons beyond control of the Contractor, the Contractor shall immediately notify CalRecycle staff in writing. CalRecycle staff will promptly investigate and determine whether or not to compensate the Contractor for idle equipment. If CalRecycle staff determines compensation is warranted, CalRecycle staff will determine whether to maintain the Contractor's equipment on site and compensate the Contractor for idle equipment charges in accordance with provisions of Section 8-1.09, "Right of Way Delays" in the Standard Specifications or direct the Contractor to demobilize the equipment. Contractor will be compensated for demobilization charges or idle equipment charges approved in writing by CalRecycle staff, but shall not have claim to anticipated profit and overhead costs for work not performed.

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**SECTION VI****COST AND PAYMENT PROVISIONS CONTINUED**

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<b>Rental Equipment</b>	Rental equipment may be warranted for remediation of certain sites. Payment for rental equipment at invoice rates may be allowed by Contract Manager after review of pertinent information provided by the Contractor. This information includes a minimum of three (3) quotes from rental firms. A separate allowance may be permitted for fuel and lube of rental equipment if those costs are not included in the rental agreement. This information shall be included in the Work Plan. A markup to be negotiated, but not to exceed 15 percent, will be allowed for this equipment. If allowed by the Contract Manager, acceptable equipment rates and agreement conditions will be included in the Work Order for site remediation.
<b>Small Equipment and Tools</b>	<p>Individual pieces of equipment or tools, such as disposable items or items that may be used on other projects, and having a replacement value of less than \$500, whether or not consumed by use, shall be considered to be small tools and not eligible for compensation under this Agreement.</p> <p>Specialty equipment and tools, such as personal protective equipment (PPE), sampling containers, and safety equipment may be eligible for reimbursement if requested in the Work Plan and approved by the Work Order.</p>
<b>Materials</b>	To the total of the direct costs of purchased materials a markup to be negotiated, but not to exceed 15 percent, will be allowed. Cost of materials will be the cost to the Contractor. Only materials furnished by the Contractor and required for the performance of work will be considered for payment. CalRecycle staff reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claim for costs and markup on such materials.
<b>Communication</b>	CalRecycle may reimburse the Contractor for project-related cellular charges made by a construction manager while on a project if approved by the Work Order. A weekly rate of \$25.00 may be approved for these purposes only. All other phone charges by the Contractor or subcontractors are considered part of overhead costs and will not be reimbursed.
<b>Subcontractors</b>	When subcontractors are required in performance of the work and have been approved in the Work Order, the Contractor will be compensated for invoiced cost of the services plus a markup to be negotiated, but not to exceed 10 percent. This markup shall reimburse the Contractor for profit and additional administrative costs, and no other additional payment for performance of work by a subcontractor will be made under this Agreement.
<b>Non-Hazardous Material Transport and Disposal</b>	When required by the Work Order, non-hazardous materials designated for removal shall be excavated, minimizing unnecessary over-excavation or removal of clean material. Screening or other approved methods may be utilized to separate soil from refuse. The Work Plan shall include rates from licensed haulers for removal of material. Non-hazardous material removed from a site shall be disposed of at appropriately permitted facilities. Disposal costs shall be identified in the Work Plan. A markup to be negotiated, but not to exceed 10 percent, will be allowed for approved transport and disposal charges.

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**SECTION VI****COST AND PAYMENT PROVISIONS CONTINUED**

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**Hazardous Material  
Transport and  
Disposal**

If any material encountered during the work is determined or is suspected to be a hazardous substance as previously defined, the Contractor shall notify CalRecycle staff. If required by CalRecycle staff or a Work Order any cleanup, packaging, transportation and disposal or recycling of that material shall follow all prescribed health and safety procedures. Haulers must have appropriate license to transport these materials, and the disposal site shall have permits appropriate for the types and volumes of these materials. A markup to be negotiated, but not to exceed 10 percent, will be allowed for approved transport and disposal charges for these materials.

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**Insurance**

Contractor shall maintain the following insurance policies throughout the life of the resulting Agreement:

1. General Liability and Umbrella Insurance, with the following limits:
  - a. \$1,000,000 for each occurrence
  - b. \$2,000,000 general aggregate
  - c. \$5,000,000 umbrella or excess liability
2. Worker's Compensation Insurance, with the following limits:
  - a. \$1,000,000 for each accident for bodily injury by accident
  - b. \$1,000,000 policy limit for bodily injury by disease
  - c. \$1,000,000 for each employee for bodily injury by disease
3. Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles, with single limit of liability not less than \$1,000,000.

The Contractor shall provide the Contracts Unit, within ten (10) days after notification of CalRecycle's intent to award the Agreement, Certificates of Insurance for each of these insurance policies. The Agreement will not be fully executed nor can work begin until these Certificates of Insurance have been provided to CalRecycle. The State of California, its officers, agents and employees shall be included as additional insured under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under the Agreement.

In the event said insurance coverage expires or is cancelled at any time or times during the term of the Agreement, the Contractor shall, at least thirty (30) days prior to said expiration or cancellation date, provide a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement. New certificates of insurance are subject to approval by the CalRecycle. The Contractor agrees that no work or services shall be performed prior to the receiving of such approval. In the event the Contractor fails to keep in effect at all times the insurance coverage as herein provided, CalRecycle may in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event. The State of California will not be liable for payment of any premiums or assessments on any of these policies.

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**Other Services and  
Materials**

CalRecycle will reimburse the Contractor for other services, if authorized in the Work Order. Examples of other services include: obtaining permits and licensing fees for site remediation to comply with state and local regulatory agency laws, codes, regulations and ordinances, surveys, sampling and testing, report reproduction, over-night mail, materials and supplies; and other such costs determined reimbursable by CalRecycle staff. A markup to be negotiated, but not to exceed 5 percent, will be allowed other services and materials.

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**SECTION VI****COST AND PAYMENT PROVISIONS CONTINUED**

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**Non-compensable  
Services**

Compensation for overhead costs, office fax and telephone charges, pagers, miscellaneous incidentals and supplies will be deemed to be included in the mark-up percentages applied to labor, equipment, and material charges as noted above. Charges not reimbursable include such items as invoice preparation, project accounting, billing, photocopying invoices and billing information, and administrative overhead. Examples of non-reimbursable expenses are direct or indirect overhead incidental to providing the contracted services and cost of business and professional licenses and permits.

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**Records**

The Contractor shall furnish completed daily work reports on acceptable forms to CalRecycle staff for each day's work. Daily work reports shall itemize the materials used, labor and equipment hours of both Contractor and subcontractor employees and equipment.

A separate report will be maintained by CalRecycle staff. At the end of each workday the work reports shall be compared and any discrepancies resolved. Resolved work reports shall be signed by the Contractor's site superintendent and a copy shall be provided to CalRecycle staff. When these daily work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on audits or reviews.

Material charges shall be substantiated by valid copies of vendors' invoices, which shall be submitted with Contractor's billings and shall include vehicle weight or load slips or record of measurement by vehicle number.

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**State Income Tax  
Withholding**

Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one (1) percent State Income Tax withholding.

An independent contractor as defined in Black's Law Dictionary is:

"One who, in the exercise of independent employment, contracts to do a piece of work according to their own methods and is subject to their employer's control only as the end product or final result of work."

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**SECTION VII      DEFINITION AND TERMS**

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**General**                      Unless the context otherwise requires, wherever in this RFQ or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

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<b>Abbreviations</b>	CFR	Code of Federal Regulations
	ADA	Americans with Disabilities Act
	CAL EPA	California Environmental Protection Agency
	CalRecycle	Department of Resources Recycling & Recovery
	CCR	California Code of Regulations
	DVBE	Disabled Veteran Business Enterprise
	EPA	Environmental Protection Agency (Federal Government)
	GC	Government Code
	PCC	Public Contract Code
	RFQ	Request for Qualifications
	SB	Small Business
	SOW	Scope of Work
	OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of SB and DVBE Services (OSDS)
	HAZWOPR	Hazardous Waste Operations and Emergency Response

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**Agreement**                      The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFQ, Proposal, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

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**Cal EPA**                              The California Environmental Protection Agency

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**CalRecycle**                              Department of Resources Recycling & Recovery

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**CalRecycle Staff**                      Staff of the Department of Resources Recycling & Recovery involved in the implementation of this contract or representatives of Consultant to the Department of Resources Recycling & Recovery as designated in the Work Orders.

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**Consultant**                              The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide work pursuant to this RFQ or his or their legal representatives.

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**Contract**                              A legally binding agreement between the state & another entity, public or private, for the provision of goods or services.

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**Contract Manager**                      A person designated by the responsible state agency or department to manage performance under a contract.

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## SECTION VII      DEFINITION AND TERMS

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<b>Contractor</b>	A party contracting with the awarding agency. Vendor is often used synonymously with contractor.
<b>Director</b>	The Executive Director of the Department of Resources Recycling & Recovery, or his/her designees. Any references to Executive Officer shall mean the Executive Director and/or designated officer.
<b>Legal Holidays</b>	Those days designated as State holidays in the Government Code.
<b>Project Manager</b>	Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.
<b>Proposer</b>	Any firm submitting a Statement of Qualifications in response to this RFQ.
<b>Scope of Work</b>	The description of work required of a contractor by the awarding agency.
<b>Site Superintendent</b>	Contractor's representative for all field activity at a specified site.
<b>State</b>	The State of California.
<b>State Contract Law</b>	The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.
<b>Subcontractor</b>	A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

# **ATTACHMENTS**

**Statement of Qualifications  
Environmental Services for the Closed, Illegal & Abandoned Site  
Investigation Program DRR11055**

**A. GENERAL INFORMATION**

1. Identification of company submitting this Statement of Qualifications:

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

2. Person authorized to execute an agreement for the company:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

3. Type of company (must be one of the following, check applicable):

☐ Corporation    ☐ Partnership    ☐ Individual    ☐ Joint Venture

4. Taxpayer federal employer identification number: \_\_\_\_\_

5. Year organized: \_\_\_\_\_

6. Under what other or former names has your company operated:

Name of former company:

Dates of operation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



7. Identify total number of current permanent employees: \_\_\_\_\_

Construction: \_\_\_\_\_

Administration: \_\_\_\_\_

Engineering: \_\_\_\_\_

Highest manpower level in past five years: \_\_\_\_\_

Lowest manpower level in past five years: \_\_\_\_\_

8. Identify parent company, if applicable:

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

State in which incorporated: \_\_\_\_\_

9. Agent for Service of Process in California:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

10. If a corporation, complete the following:

Date of incorporation: \_\_\_\_\_

State(s) in which incorporated: \_\_\_\_\_



**B. LICENSING/HEALTH & SAFETY INFORMATION**

Current Class A, General Engineering Contractor's license with a Hazardous Substance Removal Certification (HAZ) issued within the State of California is required. Complete the following:

Licensee(s): \_\_\_\_\_

License Number(s): \_\_\_\_\_

Expiration Date(s): \_\_\_\_\_

2. Do you have a written company Illness and Injury Prevention Program? ☐ Yes ☐ No

If yes, is it signed by a certified Industrial Hygienist? ☐ Yes ☐ No

Do you employ a full-time certified Industrial Hygienist? ☐ Yes ☐ No

3. What is your OSHA lost-time injury/illness incidence rate for the last 3 years? \_\_\_\_\_

4. What is your OSHA recordable injury/illness incidence for the last 3 years? \_\_\_\_\_

5. What is your Workers Compensation Insurance Experience Modification Rate (EMR) for the past 3 years?

**C. FINANCIAL INFORMATION**

1. Submit a **notarized written statement from your financial institution(s) on letterhead** stating the following information:

A. Name of company;

B. Date account(s) were opened;

C. Line of credit? ☐ Yes ☐ No

D. Does the company keep a well-balanced financial position at the bank?

☐ Yes ☐ No

2. Submit an **audited or reviewed financial statement**, including the Proposer's latest balance sheet and income and expense statement dated within the last 12 months showing the following items (annual reports will not be accepted and will be considered unresponsive):

A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).

B. Net fixed assets.

C. Other assets.

D. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

E. Other liabilities (e.g., capital, capital stock, authorized and outstanding share par values, earned surplus and related earnings).

F. Name of firm preparing financial statement and date thereof.

G. Is this financial statement for the proposing organization. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

3. Has your company or any of its principals petitioned for bankruptcy within the last 7 years?

☐ Yes ☐ No

If yes, enter the date(s): \_\_\_\_\_

**D. PROJECT EXPERIENCE**

Include appropriate experience for both the submitting entity and any proposed subcontractors in this part of the Statement of Qualifications. Reproduce this page for each project listed and add a supplemental numbering system at the bottom of the page (e.g., six projects listed, first page would be SOQ-6, Sheet 1 of 6).

To be considered in the evaluation, projects must meet the following requirements:

1. Involves types of work listed in Section V, Work to Be Performed, of the RFQ.
2. Be successfully completed within the last 5 years.
3. ~~Be of a minimum contract amount of \$100,000 for the submitting entity or \$25,000 for subcontractors.~~

Include the name and current telephone number of a client representative who is familiar with the project and can attest to the participation, quality of work, and timeliness of the submitting Contractor or subcontractor in performing the work.

Name of entity claiming experience: \_\_\_\_\_

Project name/location: \_\_\_\_\_

Name of client (owner or prime Contractor): \_\_\_\_\_

Client contact and current telephone number: \_\_\_\_\_

Contract amount (listed entity only): \_\_\_\_\_

Percent of work performed with your entity's resources: \_\_\_\_\_

Type of work (mark all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Conduct Environmental Site Assessments | <input type="checkbox"/> Historical Aerial Photograph Research |
| <input type="checkbox"/> Prepare Field Investigation Work Plans | <input type="checkbox"/> Geophysical Surveys (Extents/Utility) |
| <input type="checkbox"/> Prepare Sampling and Analysis Plans    | <input type="checkbox"/> Coordinate Utility Clearance          |
| <input type="checkbox"/> Obtain Well Permits                    | <input type="checkbox"/> Perform Field Investigations          |
| <input type="checkbox"/> Well drilling/logging/completion       | <input type="checkbox"/> Install Landfill Gas Wells/Probes     |
| <input type="checkbox"/> Define Waste Extents: Drilling         | <input type="checkbox"/> Define Waste Extents: Trenching       |
| <input type="checkbox"/> Define Waste Extents: Direct Push      | <input type="checkbox"/> Soil/Waste/Gas Sampling and Analysis  |
| <input type="checkbox"/> Survey sample locations/waste limits   | <input type="checkbox"/> Prepare Topographic Maps in AutoCad   |
| <input type="checkbox"/> Prepare ArcGis Maps & Drawings         | <input type="checkbox"/> Prepare site Safety Plan              |
| <input type="checkbox"/> 40-Hour HAZWOPER Certification         | <input type="checkbox"/> Dust Suppression                      |
| <input type="checkbox"/> Manager Investigation Derived Waste    | <input type="checkbox"/> Landfill/Disposal Site Cover Invest.  |
| <input type="checkbox"/> Assess Landfill Gas Control Equipment  | <input type="checkbox"/> Install Gas Monitoring Equipment      |

Brief description of the project and your entity's participation: \_\_\_\_\_

\_\_\_\_\_

Were liquidated damages applied to the project? ☐ Yes ☐ No

If yes, explain: \_\_\_\_\_

**E. BONDING INFORMATION**

Attach a **notarized** statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions and provisions of this proposal and the resulting Agreement to the extent of a minimum of fifty percent (50%) of the total Agreement amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to CalRecycle's Contract Manager. This bond must guarantee Contractor's compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Statement of Qualifications to meet submittal requirements of this Request for Qualifications.

**F. LITIGATION/CLAIMS INFORMATION**

1. List any projects in which your entity or any of its principals is currently involved in litigation. Identify lawsuits by name, number, parties, and your claim or participation. (Attach additional copies of this page if required)
 

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Lawsuit name: \_\_\_\_\_

Lawsuit number: \_\_\_\_\_ Date of lawsuit: \_\_\_\_\_

County/state where filed: \_\_\_\_\_

Parties involved: \_\_\_\_\_

\_\_\_\_\_

Lawsuit claim: \_\_\_\_\_

\_\_\_\_\_
  
2. List any projects within the last five years in which your entity or any of its principals has been involved in litigation. Identify lawsuits by name, number, parties, and your claim or participation. (Attach additional copies of this page if required)
 

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Lawsuit name: \_\_\_\_\_

Lawsuit number: \_\_\_\_\_ Date of lawsuit: \_\_\_\_\_

County/state where filed: \_\_\_\_\_

Parties involved: \_\_\_\_\_

\_\_\_\_\_

Lawsuit claim: \_\_\_\_\_

\_\_\_\_\_

3. Has your company ever been terminated or unilaterally elected to terminate from a project before completion? If so, complete the following adding additional pages as necessary:

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact name/current telephone no.: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact name/current telephone no.: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

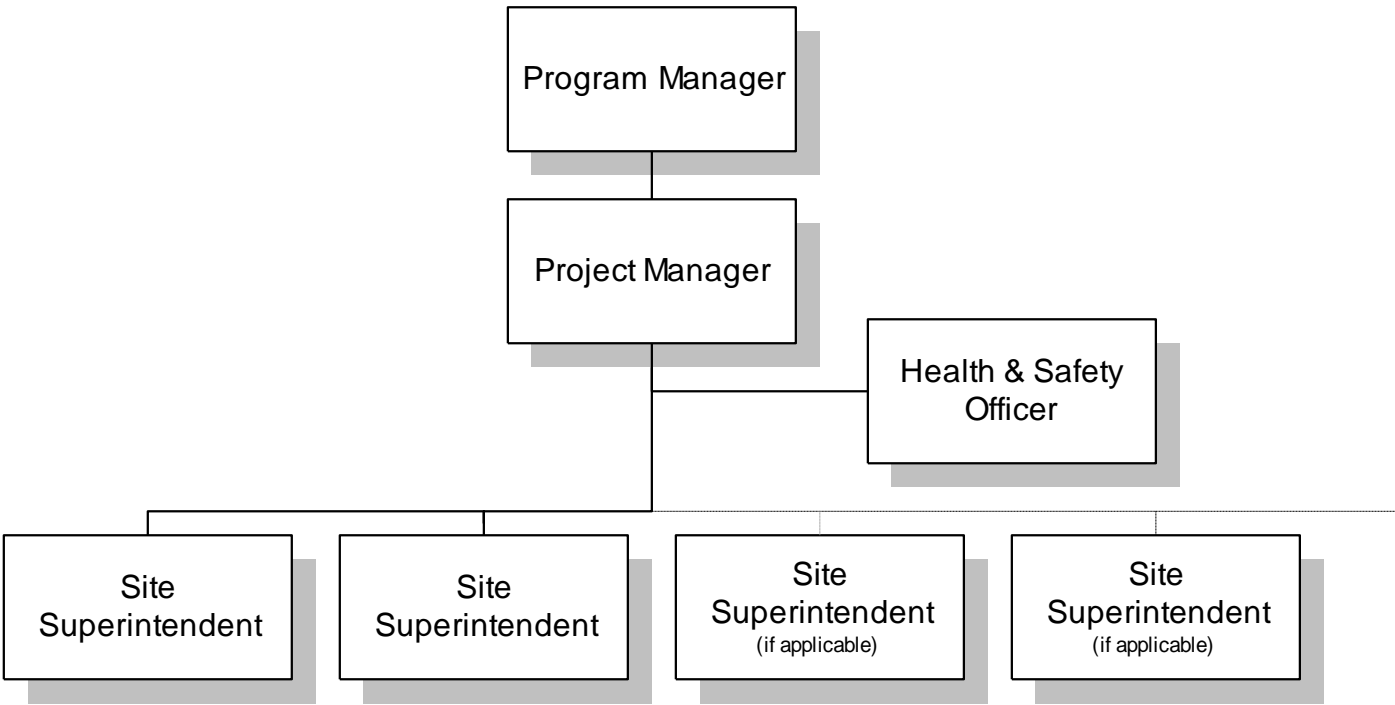
\_\_\_\_\_

**G. PERSONNEL & ORGANIZATIONAL INFORMATION**

Attach an organization chart indicating the Project Manager and other staff designations as required by the RFQ. Other personnel may be included in the organization chart. A resume is required for each person shown on the organization chart. Only personnel listed on the organizational chart may attend interviews and negotiation meetings. Each resume shall include, at a minimum, the following:

- 1. Current position in the firm.
- 2. Experience for at least the last 5 years.
- 3. Major projects and accomplishments.
- 4. Education and special training.
- 5. Professional Registrations, include certificate number(s).
- 6. Professional affiliations.

Example Organization Chart





**H. ACKNOWLEDGMENT/AUTHORIZATION FORM**

The undersigned acknowledges that submittal of this Statement of Qualifications constitutes an irrevocable offer for a 90-day period.

The undersigned acknowledges that he has read all of the requirements set forth in the Request for Qualifications, including the special and general terms and conditions, and that, if awarded the Contract, shall comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the Board in verification of the recitals comprising this Statement of Qualifications and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

I certify under penalty of perjury that the foregoing is true and correct. This certification is made under the laws of the State of California.

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Location Where Signed

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

Acknowledgment of Addenda:

Addendum No.

Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Selection Criteria And Relative Weightings

#### Environmental Services Contract for the Closed, Illegal & Abandoned Site Investigation Program (DRR11055)

Pursuant to Title 14, California Code of Regulations (14 CCR), Section 17022, CalRecycle shall select firms utilizing the following criteria and relative weightings based on their ability to perform the specific functions outlined in the Request for Qualifications (RFQ).

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Contractor/Company Name: \_\_\_\_\_

#### Scoring Criteria

CRITERIA	MAXIMUM POINTS
Overall professional experience, reliability, and continuity of the firm as related to the tasks described in the RFQ.	20 points
Professional experience of the firm in executing contracts of a similar nature.	15 points
Adequacy of personnel numbers within specific disciplines required to complete the work required by the RFQ and adequacy of number of principal(s) which are intended to be assigned to the contract.	15 points
Experience and training of key personnel as related to the work described in the RFQ and knowledge of applicable regulations and technology associated with the contract.	20 points
Quality and timeliness of recently completed or nearly completed projects that were similar to the work described in the RFQ.	20 points
Specialized qualifications for the services to be performed.	10 points

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## Compliance With Government Code, Section 87100

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

**The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with the CalRecycle. These disclosures will be made under penalty of perjury.**

In addition to the disclosures required above, list current clients subject to any discretionary action by CalRecycle, or who may have a financial interest in the policies and programs of CalRecycle, and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Proposer and its subcontractors (if any) will be required to file statements of economic interests with CalRecycle upon award of the Contract. CalRecycle will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

### CURRENT CLIENTS MEETING ABOVE CRITERIA

<u>Client Name</u>	<u>Contract</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

A determination by CalRecycle that a conflict of interest exists as a result of the disclosed relationships will be grounds for disqualifying a Proposer.

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## Public Contract Code Section 10162 - Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation? If the answer is yes, attach an explanation.

☐ Yes

☐ No

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## Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1, Proposer shall complete, under penalty of perjury, the following statement:

Has the proposer been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "proposer" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

☐ Yes

☐ No

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## Noncollusion Affidavit

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

### SIGNATURE:

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Signature of Authorized Representative

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Printed Name and Title

STATE OF CALIFORNIA  
Department of Resources Recycling & Recovery  
CIWMB 74C (Revised 10/1/2010 for Contracts)

To be completed by Contractor

Name of Contractor:

Contract #::

Work Order #:

### Recycled-Content Certification

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CalRecycle contract manager.

This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	<sup>1</sup> Percent Postconsumer Material	<sup>2</sup> SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name \_\_\_\_\_ Signature \_\_\_\_\_ Company \_\_\_\_\_ Date \_\_\_\_\_

(See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit [www.ciwmb.ca.gov/BuyRecycled/](http://www.ciwmb.ca.gov/BuyRecycled/)

Code	Description	Minimum content requirement
<b>Product Categories (11)</b>		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

### Proposal Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included. ***Please note that if any of the required items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.***

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- ☐ Signed cover letter printed on company letterhead, including all statements as required by Section III Cover Letter
  - ☐ All documents submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber, as attested to in the cover letter.
  - ☐ Copy of Required License(s)- HAZWOPR certification for Site Superintendants
  - ☐ Notarized Statement from Financial Institution
  - ☐ Audited or Reviewed Financial Statement
  - ☐ Resumes of Key Personnel
  - ☐ Organizational Chart
  - ☐ Attachment A, Statement of Qualifications
  - ☐ Attachment C, Government Code Section 87100 Form
  - ☐ Attachment D, PCC Section 10162 Questionnaire, PCC Section 10285.1 Statement, and Non-Collusion Statement
  - ☐ Client References
- 

The following forms are only required upon submittal as applicable pursuant to the provisions outlined in Section III, Proposal Submittal Requirements:

- ☐ Certification of Enterprise Zone Act Preference
  - ☐ Certification of Target Area Contract Preference Act
  - ☐ Certification of Local Military Base Recovery Area Act Preference
- 

The following number of PROPOSAL packages must be submitted as the Contractor's response to this RFQ:

- ☐ One (1) unbound reproducible original Proposal package marked "Original"



- ☐ 5 bound copies of the Proposal package marked "Copy".
  - ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including all attachments.
- 

The following forms may not be required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- ☐ Payee Data Record (Standard Form 204)
  - ☐ Recycled Content Certification, Attachment E for each work order issued
-

**Proposer's Conference Participation  
NOTIFICATION FORM**

All contractors interested in participating in the teleconference must notify the contact person for this RFQ by 5:00 p.m. on March 15, 2012 by submitting this form. The completed notification shall be faxed, e-mailed or mailed to:

Wendy Roberson, Contract Analyst  
916.341-6120--phone  
916.319-7518--fax  
contracts@calrecycle.ca.gov

Failure to provide this notification by the specified date and time, or failure to include the necessary information will result in the contractor being restricted from participating in the teleconference.

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

The undersigned hereby authorizes the above named company representative to participate in the teleconference for this RFQ.

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Authorized Signature

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Date